## IN THE UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF MISSISSIPPI

IN RE: PRO LOGGING, INC.

CHAPTER 11

Debtor

**CASE NO. 18-12388-JDW** 

IN RE: PRO TRUCKING, INC.

**CHAPTER 11** 

**Debtor** 

**CASE NO. 18-12428-JDW** 

LIMITED ANSWER, RESPONSE AND OBJECTION OF COLONIAL FUNDING NETWORK, INC. TO AGREED INTERIM ORDER (1) AUTHORIZING DEBTOR TO USE CASH COLLATERAL; (2) GRANTING ADEQUATE PROTECTION; AND (3) MODIFYING AUTOMATIC STAY

COMES NOW Colonial Funding Network, Inc., as servicing provider for Money Works Direct, Inc. a/k/a Supersonic Funding ("Colonial"), and files this its Limited Answer, Response and Objection to Agreed Interim Order (1) Authorizing Debtor to Use Cash Collateral; (2) Granting Adequate Protection; and (3) Modifying Automatic Stay (the "Agreed Interim Order") [Pro Logging DK #49, Pro Trucking DK #55], and in support thereof would respectfully shows as follows, to-wit:

- 1. Colonial has no objection to Debtors' use of cash collateral as contemplated within the Agreed Interim Order.
- 2. However, Colonial objects to the use of its cash (which is not cash collateral and not property of the estate) under the terms of the Agreed Interim Order unless and until Colonial is provided with the payment and related terms and conditions previously set forth in its Motion to Prohibit Debtor's Use of Non-Estate Property and to Compel Turnover [Pro Logging DK #72, Pro Trucking DK #64].
  - 3. As a matter of contract, all of the accounts receivable of the Debtors have been sold

to Colonial and it objects to the use of those funds generated by collection of the accounts receivable absent limiting terms and conditions as it previously set forth in its Motion to Prohibit Debtor's Use of Non-Estate Property and to Compel Turnover [Pro Logging DK #72, Pro Trucking DK #64].

4. Other grounds to be assigned upon a hearing hereof.

WHEREFORE, PREMISES CONSIDERED, Colonial respectfully prays that upon a hearing hereof that this Honorable Court will sustain this Limited Objection and require the Debtors to comply with the limiting terms and conditions previously submitted by Colonial, or to turn over the core proceeds derived from collection of Colonial's accounts receivable. Colonial prays for general relief.

This the \_\_\_\_\_day of October, 2018.

Respectfully submitted,

COLONIAL FUNDING NETWORK, INC.

By Its Attorneys,

LAW OFFICES OF CRAIG M. GENO, PLLC

ву:\_\_\_\_

Craig M. Geno

## OF COUNSEL:

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## **CERTIFICATE OF SERVICE**

I, Craig M. Geno, do hereby certify that I have caused to be served this date, via email transmission and/or electronic filing transmission, a true and correct copy of the above and foregoing pleading to the following:

Sammye S. Tharp, Esq. Office of the United States Trustee <a href="mailto:sammye.s.tharp@usdoj.gov">sammye.s.tharp@usdoj.gov</a>

Timothy J. Anzenberger, Esq. <a href="mailto:tim.anzenberger@arlaw.com">tim.anzenberger@arlaw.com</a>

THIS, the \_\_\_\_\_of October, 2018.

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Craig M. Geno